

Prospective Bidder:_____ (Company Name)

I, _____ (Print name) am an agent of, employee of, an officer of, or the Prospective Bidder and am authorized to sign this Release and Indemnification Agreement on the behalf of the Prospective Bidder. I understand that this agreement relates to the site review of Clean and Paint Structural Steel on Bridge, **Contract No. 04-3G4864** conducted on **September 10, 2015**.

Release and Indemnification Agreement

The State of California and all officers and employees thereof, including but not limited to the Director of Transportation, shall not be answerable or accountable in any manner for injury to or death of any person, including but not limited to the Prospective Bidder or the public; or for damage to property from any cause.

The Prospective Bidder shall be responsible for any liability imposed by law and for injuries to or death of any person including but not limited to the Prospective Bidder and the public, or damage to property resulting from defects or obstructions or from any cause whatsoever during the site visit.

The Prospective Bidder shall indemnify and save harmless the State of California and all officers and employees thereof, including but not limited to the Director of Transportation, from all claims, suits or actions of every name, kind and description, brought forth, or on account of, injuries to or death of any person including but not limited to the Prospective Bidder and the public, or damage to property resulting from the site visit, except as otherwise provided by statute. The duty of the Prospective Bidder to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

With respect to third party claims against the Prospective Bidder, the Prospective Bidder waives any and all rights to any type of express or implied indemnity against the State, its officers or employees.

It is the intent of the parties that the Prospective Bidder, will indemnify and hold harmless the State, its officers and employees from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence on the part of the State, the Prospective Bidder, its agents, subcontractor or employees of any of these, other than the active negligence of the State, its officers and employees.

Dated: _____ Signed: _____